Request for Quotations (RFQ) PR – SID320-1937095 Room and Service: Consequence Mgt Workshop, Jakarta, Sep 2012

Each offer MUST provide the information required per Section III: Solicitation Provision

SECTION I. STANDARD FORM 1449 – AVAILABLE ON WEBSITE

Block 1: Requisition Number: SID320-1914723; Page 1 of 4

Block 6: Solicitation Issue Date: August 9, 2012; Block 8: Offer Due Date/local time: August 16 2012, 11.00am;

Block 19 through 22: No. 1. Description: Consequence Mgt Workshop, Jakarta, Sep 2012; Qty: 1 lot.

SCOPE OF SERVICES – CONTINUATION OF SF1449

This solicitation is to provide the following functions rooms and services for an event for period of September 3-7, 2012. The provider must be at least 5 star hotel located within 5 km of exit/entry of toll road to TNI headquarter in Cilangkap – East Jakarta.

PRICING The Contractor SHALL provide a firm fixed price in Indonesian Rupiah (one currency only) for

RFQ: SID320-1937095: Consequence Mgt Workshop, Jakarta, Sep 2012

Name of Provider & logo:

Project Manager:

Address & Phone number:

E-mail address & direct phone number:

CLIN#	Category	Qty	Unit	Tin	nes	Unit Cost/day	Total Cost
1	Conference Session					2224, 224	
а	Function room	1	Ro	5	Day		
b	Coffee breaks:						
	During the event (two times)	40	Pk	5	Day		
С	Buffet Lunch	40	Pk	5	Day		
d	Breakout rooms	2	Ro	5	Day		
е	Equipment, supplies, and furniture*)	1	Lot	5	Day		
2	Parking Lot	40	Lot	5	Day		
	SUB Total						
	VAT: 10 %						
	GRAND TOTAL						

Note:

- Please quote price per additional person for all items
- If price of one CLIN is including in other CLIN, put information that 'the cost is inclusive in CLIN XX'
- *) please breakdown the equipment, supplies, and facilities provided in the price if necessary

CONTINUATION OF SF1449 - SCHEDULE OF SUPPLIES/SERVICES (BLOCK 20): DESCRIPTION/SPECIFICATION OF WORK

- 1. Plenary Sessions (September 3-7): The contractor will provide the function room and services, required below.
- a. Function room, for group meetings and workshops with the outside trainer, large enough to accommodate at least 40 people. The workshop participants will need a standard PA system, with conditions:

- Seating style: banquet round seating style 5 people per table (the participants will be facing front and presenter) and a head table on a podium for 4 trainers.
- Period: September 3-7, 2012.
- Free flow mineral water should be provided with a registration desk outside the room.
- The room should accommodate the two sets of flags, have unobstructed view, soundproof.
- No construction/renovations on its premises during the date of this conference.
- b. Coffee breaks to be served in foyer during Meeting Session period:
 - Two (2) times coffee break with tea, coffee, and two kinds of snacks for approximately 40 people
- c. Buffet Lunch to be served in the fover
 - One (1) conference lunch buffet style; consist of Indonesian menu and international menu (change daily between the 2 types of menu) with, tea, coffee, juice, and free flow water for approximately 40 people
- d. Two (2) break out rooms, to accommodate 13 persons each with boardroom seating style
- e. Equipment, furniture, facilities, and supplies * during the conference period:

For plenary rooms:

- One (1) laptop computer with minimum specification:
 Pentium 4 or better, standard keyboard, 14" flat screen LCD monitor, MS Office suite (Word, Excel, Power Point),
 latest Anti Virus software
- One (1) black and white printer (desktop size) including toners and papers (A4, 3 ream per day or one time in total)
- One (1) 5000lumens InFocus projector and 2 (two) projection screens.
- One (1) podium with standing microphone, and four (4) cordless microphones
- Five (5) flip-charts with papers
- Two (2) sets of Flag poles and stands
- Adequate power outlet for 40 laptops
- Delegate amenities (pen, notes, candies)

For breakout rooms:

- Two (2) flipchart with papers
- Adequate power outlet for 13 laptops per room

A concierge for troubleshooting any conference support activities is required

Other required facilities/services:

- 2. Parking lot for 40 cars per day during the session.
- 3. Photo Location: <u>Hotel only needs to provide group photo location</u>, inside the plenary room, in the center stage, at the place under which the banner is usually hanging. The area should be large enough to accommodate 40 people, with platform to raise the photographer.

Not included in the Purchase Order:

Standard rooms under <u>Personal Account</u>: The Contractor provides five (5) rooms for conference attendees for period above. These rooms are single occupancy (to include breakfast) – non-smoking floor. The cost of these rooms is the responsibility of the conference attendees only (*personal account*); the Government will not be liable for any charges associated with these "blocked" rooms. Any unconfirmed rooms may be released 15 days prior to the period of performance for hotel use. Any cancellation charges for these rooms shall follow the hotel general policies with the attendee that is associated with the reserved room. (Contractor may inform the price)

SECTION II. CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2012)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - __(1) through (3), (5) through (26) Reserved/not applicable
- _X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - _X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
 - __ (28) through (37) Reserved
- _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - __ (39) through (41) Reserved
- _X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - __ (43) through (44) Reserved
- _X_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 255(f)</u>, <u>10 U.S.C. 2307(f)</u>).
 - __ (46) through (47) Reserved
- $_{\rm X}$ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - __ (49) through (51) Reserved
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - __ (1) through (8) Reserved/not applicable
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reserved

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR. The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u> <u>TITLE AND DATE</u>

52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)

The following FAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and 1 (one) copy to the office identified in Block Financial Management Office (FMO) - US Embassy Jakarta

Jl. Medan Merdeka Selatan No. 5 - Jakarta Pusat

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation. (b) The COR for this contract is ODC Officer

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- a) The contractor warrants the following:
 - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION III. SOLICITATION PROVISIONS:

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

- A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 (Pricing) has been filled out. Please quote each CLIN per package per day/unit and information of room pricing.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of 3 clients, demonstrating prior experience with relevant past performance information and references;
- (4) Complete name of venue/room; location; floor plan of dedicated room/s, security posture that represent high standard of security and safety and adequate fire escape facilities; and list of equipment.
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2 above)
- A.3. If required by the solicitation, provide either: Reserved

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm. These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.state.gov to see the link to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Number <u>Title</u>

52.204-6 Data Universal Numbering System (DUNS) (ARP 2008) 52.214-34 Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jacqueline Holland-Craig, at 3435-9000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method - The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION IV. EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.
- (b) <u>TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.</u>
- (c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Otherwise qualified and eligible to receive an award under applicable laws and regulations

Term of payment: Nett 30 days upon receive the completed service and original invoice. Payment will be processed by FMO.

The quotation is open on August 9, 2012 due on August 16, 2012, 11.00am. Please follow instructions in *Section III* for a quotation to be considered and fax the quotation to GSO/PCU: (62-21) 3435-9910 or 352-4303, with 30 days validity.